

THE CITY OF SAN ANTONIO LOCAL AGENCY MANAGED PROJECTS

WORKING DAY CONTRACT (CALENDAR DAY SCHEDULE) (Standard Form)

THIS AGREEMENT made the ____ day of _____ in the year 2015 by and between XXXXXXXX, hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

Low Impact Landscaping Project Number: 23-01405

Prepared by Bender Wells Clark Design, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Commencement of Work - The Work called for in this Contract shall be commenced by Contractor within seven (7) calendar days after receipt by the Contractor of City-issued, written Authorization to Proceed. The Work to be performed under this Agreement is to be completed by Contractor in **ONE HUNDRED EIGHTY(180) Calendar Days**. For each Calendar Day that any Work shall not be completed after the expiration of the Calendar Days specified in the Contract (to include Calendar Days charged for correction of Contractor deficiencies found during the final inspection), plus, any extended calendar days allowed by Owner, the amount of liquidated damages assessed per day as stipulated in the Contract in the amount of \$610.00 will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials and Services: XXXXXXXXXXXXXXXXXXXXXXXXXXXX AND 00/100 Dollars, (\$0,000,000.00)

Article 4. Progress Payments - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Item 9 of the General Requirements and Covenants.

Article 5. Final Invoice - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Item 9 of the General Requirements and Covenants.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. Contract Documents - The Contract Documents consist of Bidding Documents such as: the Advertisement or Invitation to Bid, the Instructions to Bidders, the Contractor's completed Bid Proposal form, the Addenda; the Contract, the Conditions of the Contract (General, Supplemental and Special Conditions); the Plans, the Specifications, the Field Alterations, the Payment

and Performance Bonds. The Contract Documents form the complete CONTRACT, which represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

EXECUTED and SEAL APPLIED at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: _____
PETER ZANONI
ASSISTANT CITY MANAGER

Approved as to form:

CITY ATTORNEY

IN WITNESS WHEREOF, said Contractor affirms that Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

EXECUTED at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

Contractor

ATTEST:

BY: _____

Secretary

Title

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____ 2015

by _____, _____ of _____ a

_____ on behalf of said _____.

NOTARY PUBLIC in and for the State of T E X A S

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: